

AGRICULTURAL EXPERIMENT STATION

*Memorandum of understanding signed at Guatemala March 10, 1945,
supplementing memorandum of understanding of July 15, 1944
Entered into force March 10, 1945
Terminated August 4, 1950*¹

59 Stat. 1471; Executive Agreement Series 464

The Honorable Boaz Long, Ambassador of the United States of America to the Republic of Guatemala, as one party, and the Honorable Pedro Cofiño, Secretary of Agriculture and Mining of the Republic of Guatemala, as the other party, both duly empowered and instructed by their respective Governments, have agreed to subscribe the following

SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING

1. The present Supplementary Memorandum of Understanding supplements and amends the Memorandum of Understanding signed at Guatemala on July 15, 1944² by the Honorable Carlos Salazar, Minister of Foreign Affairs of the Republic of Guatemala, and the Honorable Boaz Long, Ambassador of the United States of America, providing for cooperation between the two Governments in the establishment and operation of an agricultural experiment station in Guatemala.

2. The Government of the United States of America and the Government of the Republic of Guatemala desire to expand the economies and increase the security of the hemisphere through the cooperative conduct in Guatemala of agricultural investigations, demonstration, and extension designed to promote the more efficient production of agricultural products basic to the economy of Guatemala and complementary to the economy of the United States of America through the operation of a central agricultural experiment station provided for in the Memorandum of Understanding of July 15, 1944 between the Government of the Republic of Guatemala and the Government of the United States of America, and the eventual establishment and operation of such branch and substation as may be necessary and for which funds and personnel are available.

3. The Government of the United States of America and the Government of the Republic of Guatemala mutually agree that, in order to provide

¹ Pursuant to notice of termination given by Guatemala Aug. 3, 1950.

² EAS 422, *ante*, p. 562.

joint supervision over the cooperative aspect of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a Supervisory Commission composed of one representative of each of the two Governments. The representative of the Guatemalan Government shall be the Secretary of Agriculture.

4. A board shall be appointed by the Government of the Republic of Guatemala to guide the Guatemalan member of the Supervisory Commission and to advise the Director of the Station through the Supervisory Commission. This Board shall consist of the Director General de Agricultura de Guatemala, the Jefe del Departamento de Fincas Rusticas Nacionales, and four agriculturists to be appointed on the recommendation of the Asociacion General de Agricultores de Guatemala. The appointment by the Government of the Republic of Guatemala of agriculturists as members of the Board shall be for two years, excepting that one-half of the original membership shall be appointed for the term of one year. The Commissioner appointed by the Government of the Republic of Guatemala is to be Chairman of the Board and the Director of the Station shall be an *ex officio* member.

5. Working Agreements shall be formulated as a result of the resolutions passed at the formal meetings of the Commissioners representing the two Governments. In formulating such Working Agreements the Commissioners shall take into consideration the advice of the Board. Working Agreements shall be deemed to be definitive instructions by the Commissioners to the Director of the Station on the cooperative aspects of the operation of the station.

6. The Government of the Republic of Guatemala shall provide:

(a) Entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs, and personal belongings of the United States members of the station staff whose salaries are paid by the Government of the United States of America; and

(b) Exemption from all taxes in respect of the salaries of United States members of the station staff whose salaries are paid by the Government of the United States of America.

No supplies or property so brought into Guatemala shall be disposed of within Guatemala except as approved by the appropriate agency of the Government of the Republic of Guatemala.

7. The Government of the Republic of Guatemala agrees not to impose taxes or assessments of any nature on any of the research investigation activities of the cooperative agricultural experiment station or of its sub-stations.

8. The Government of the United States of America, through the United States Department of Agriculture, agrees to provide the services of scientists to perform the function of direction of the station, and to conduct in conjunction with Guatemalan associates, the various production and utilization investigations in the fields of agricultural engineering, animal husbandry,

entomology, horticulture or agronomy, chemistry, soils, pathology, and extension.

9. All provisions of the Memorandum of Understanding of July 15, 1944 not specifically mentioned in this amendment shall remain as originally agreed upon by the two Governments.

10. This Supplementary Memorandum of Understanding shall come into force on the day of signature and shall continue in force during the life of the Memorandum of Understanding of July 15, 1944, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on written notice by either Government.

Signed and sealed at Guatemala, in duplicate, in the English and Spanish languages this tenth day of March, 1945.

For the United States of America:

BOAZ LONG [SEAL]
*Ambassador Extraordinary and
Plenipotentiary*

For the Republic of Guatemala:

P. COFINO [SEAL]
*Secretario de Estado en el Despacho
de Agricultura y Minería*